DEPARTMENT OF STATE INSTRUCTION

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FOR DC USE ONLY

NO.: A-5 December 20, 1956

SUBJECT: Proposed Military Assistance Agreement and Arrangements Concerning Return of MAP Equipment - LIBYA

TO: The American Embassy, TRIPOLI

Attached are the texts of a proposed Military Assistance Agreement between the United States and Libya, and of supplementary arrangements for the return of MAP equipment no longer required for the purposes for which originally made available.

The Embassy is authorized to proceed with the negotiation of these documents, which are required by mutual security legislation in order that Libya may become eligible to receive grant military aid from the United States in connection with the expansion of the Libyan Army by 1,000 men.

No change should be made in the attached draft agreement and arrangements during the negotiations without prior approval from the Department.

Upon conclusion of these negotiations, the Embassy should request the Department's concurrence in any changes, and authorization to make arrangements for formal signature. If a foreign language text is to be signed, this text should also be submitted to the Department for approval before signature.

DULLES

2 Copies made for L L Mr Meigs 3/15/57.
RM/R
MCB

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Ltr
Rev
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Enclosures:

1. Proposed Military Assistance Agreement between the U.S. and Libya
2. Proposed Arrangements for the return of MAP equipment.

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DEPARTMENT OF STATE A/CDC/MR

DRAFTED BY: NEA:RDMcClelland:erp 12/11/56

APPROVED BY: William M. Rountree

DATE: May 6, 1982

CLEARANCES:

NEA - Mr. Palmer

AF/N - Mr. Cyr

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MILITARY ASSISTANCE AGREEMENT
BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE UNITED KINGDOM OF LIBYA

The Government of the United States of America and the Government of the United Kingdom of Libya,

Desiring to foster international peace and security within the framework of the Charter of the United Nations through measures which will further the ability of nations dedicated to the purposes and principles of the Charter to participate effectively in arrangements for self-defense in support of those purposes and principles;

Reaffirming their determination to give their full cooperation to the efforts to provide the United Nations with armed forces as contemplated by the Charter and to United Nations collective defense arrangements and measures, and to efforts to obtain agreement on universal regulation and reduction of armaments under adequate safeguards to protect complying nations against violation and evasion;

Taking into consideration the support which the Government of the United States has brought to these principles by enacting the Mutual Security Act of 1954, as amended;

Desiring to set forth the conditions which will govern the furnishing and use of such assistance, consistent with the Charter of the United Nations;

Have agreed:

ARTICLE I

1. The Government of the United States will make available to the Government of Libya such equipment, materials, services or other assistance as the Government of the United States may authorize in accordance with such terms and conditions as may be agreed. The furnishing of such assistance by the Government of the United States pursuant to this Agreement will be subject to the terms, conditions and termination provisions of the Mutual Security Act of 1954, acts amendatory or supplementary thereto, appropriation acts thereunder, or any other applicable legislative provisions, and will be related in character, timing and amount to international developments in the area. The two Governments will, from time to time, negotiate detailed arrangements necessary to carry out the provisions of this paragraph.

2. The Government of Libya will use this assistance exclusively to maintain its internal security and for its legitimate self-defense; and Libya will not undertake any act of aggression against any other nation. The Government of

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Libya will not, without the prior agreement of the Government of the United States, devote such assistance to purposes other than those for which it was furnished.

3. Arrangements will be entered into under which equipment and materials furnished pursuant to this Agreement and no longer required or used exclusively for the purposes for which originally made available will be offered for return to the Government of the United States.

4. The Government of Libya will not transfer to any person not an officer or agent of that Government, or to any other nation, title to or possession of any equipment, materials, property, information, or services received under this Agreement, without the prior consent of the Government of the United States.

5. The Government of Libya will take such security measures as may be agreed in each case between the two Governments in order to prevent the disclosure or compromise of classified military articles, services or information furnished pursuant to this Agreement.

6. Each Government will take appropriate measures consistent with security to keep the public informed of operations under this Agreement.

7. The two Governments will establish procedures whereby the Government of Libya will so deposit, segregate or assure title to all funds allocated to or derived from any program of assistance undertaken by the Government of the United States so that such funds shall not, except as may otherwise be mutually agreed, be subject to garnishment, attachment, seizure or other legal process by any person, firm, agency, corporation, organization or government.

ARTICLE II

The two Governments will, upon request of either of them, negotiate appropriate arrangements between them relating to the exchange of patent rights and technical information for defense which will expedite such exchanges and at the same time protect private interests and maintain necessary security safeguards.

ARTICLE III

1. The Government of Libya will make available to the Government of the United States Libyan currency for the use of the latter Government for its administrative and operating expenditures in connection with carrying out the purposes of this Agreement. The two Governments will forthwith initiate discussions with a view to determining the amount of such currency and to agreeing upon arrangements for the furnishing of such funds.

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2. The Government of Libya will, except as may otherwise be mutually agreed, grant duty-free treatment on importation or exportation and exemption from internal taxation upon products, property, materials, or equipment imported into its territory in connection with this Agreement or any similar agreement between the Government of the United States and the Government of any other country receiving military assistance.

3. Tax relief will be accorded to all expenditures in Libya by, or on behalf of, the Government of the United States for the common defense effort, including expenditures for any foreign aid program of the United States. The Government of Libya will establish procedures satisfactory to both Governments so that such expenditures will be net of taxes.

ARTICLE IV

The Government of Libya will receive personnel of the Government of the United States who will discharge in its territory the responsibilities of the Government of the United States under this Agreement. Such personnel will be accorded facilities and authority to observe and review on a continuous basis the progress and utilization of the assistance furnished pursuant to this Agreement, and will be provided with such information with respect to these matters as they may require for this purpose. Such personnel who are United States nationals, including personnel temporarily assigned, will, in their relations with the Government of Libya, operate as part of the Embassy of the United States under the direction and control of the Chief of the Diplomatic Mission. These personnel, including dependents, will be divided into two categories:

(a) Upon appropriate notification by the Chief of the Diplomatic Mission of the United States, full diplomatic status will be granted to the senior military member and the chiefs of any constituent Service sections assigned thereto, and to their respective immediate deputies.

(b) The second category of personnel will enjoy privileges and immunities conferred by international custom, as recognized by each Government, to certain categories of personnel of the Embassy of the United States of America, such as the immunity from civil and criminal jurisdiction of the host country, immunity of official papers from search and seizure, right of free egress, exemption from custom duties or similar taxes or restrictions in respect of personally owned property imported into the host country by such personnel for their personal use and consumption, without prejudice to the existing regulations on foreign exchange, exemption from internal taxation by the host country upon salaries of such personnel. Privileges and courtesies incident to diplomatic status, such as diplomatic automobile license plates, inclusion on the "diplomatic list," and social courtesies may be waived by the Government of the United States for this category of personnel.

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It is understood between the two Governments that the number of personnel in the two categories above will be kept as low as possible.

ARTICLE V

1. The Government of Libya will:

   (a) join in promoting international understanding and goodwill, and maintaining world peace;

   (b) take such action as may be mutually agreed upon to eliminate causes of international tension;

   (c) make, consistent with its political and economic stability, the full contribution permitted by its manpower, resources, facilities and general economic condition to the development and maintenance of its own defensive strength and the defensive strength of the free world;

   (d) take all reasonable measures which may be needed to develop its defense capacities; and

   (e) take appropriate steps to insure the effective utilization of the assistance provided under this agreement.

2. (a) The Government of Libya will, consistent with the Charter of the United Nations, furnish to the Government of the United States, or to such other governments as the Parties hereto may in each case agree upon, such equipment, materials, services or other assistance as may be agreed upon in order to increase their capacity for self-defense and to facilitate their effective participation in the United Nations system for collective security.

   (b) In conformity with the principle of mutual aid, the Government of Libya will facilitate the production and transfer to the Government of the United States, for such period of time, in such quantities and upon such terms and conditions as may be agreed upon, of raw and semi-processed materials required by the United States as a result of deficiencies or potential deficiencies in its own resources, and which may be available in Libya. Arrangements for such transfers shall give due regard to reasonable requirements of Libya for domestic use and commercial export.

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ARTICLE VI

In the interest of their mutual security the Government of Libya will cooperate with the Government of the United States in taking measures designed to control trade with nations which threaten the maintenance of world peace.

ARTICLE VII

1. This Agreement shall enter into force on the date of signature and will continue in force until one year after the receipt by either party of written notice of the intention of the other party to terminate it, except that the provisions of Article I, paragraphs 2 and 4, and arrangements entered into under Article I, paragraphs 3, 5 and 7, and under Article II, shall remain in force unless otherwise agreed by the two Governments.

2. The two Governments will, upon the request of either of them, consult regarding any matter relating to the application or amendment of this Agreement.

3. This Agreement shall be registered with the Secretariat of the United Nations.

Done in two copies at the day of one thousand nine hundred and fifty .

For the Government of the United States of America

For the Government of the United Kingdom of Libya

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ARRANGEMENTS FOR RETURN OF EQUIPMENT PURSUANT TO THE MILITARY ASSISTANCE AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE UNITED KINGDOM OF LIBYA

The Governments of the United States of America and the United Kingdom of Libya undertake the following arrangements in accordance with Article I, paragraph 3, of the Military Assistance Agreement dated _____ between the two governments respecting the disposition of military equipment and materials furnished by the Government of the United States under that agreement and no longer required or used exclusively and effectively for the purposes for which they were made available.

1. The Government of Libya will report to the Government of the United States such equipment or materials as are no longer required and used exclusively and effectively for the purposes of and in accordance with the Military Assistance Agreement. The Government of the United States may also draw to the attention of the authorities of the Government of Libya any equipment or materials which it considers to fall within the scope of the arrangements, and when notified the Government of Libya will enter into consultation with the Government of the United States with a view to disposing of any such items in accordance with the procedures set out in the following paragraphs.

2. The Government of the United States may accept title to such equipment or materials for transfer to a third country or for such other disposition as may be made by the Government of the United States.

3. When title is accepted by the Government of the United States, such equipment or materials will be delivered as it may request free alongside ship at a Libyan port or free on board inland carrier at a shipping point or border crossing point in Libya designated by the Government of the United States, or, in the case of flight-deliverable aircraft, at such airfield in Libya as may be designated by the Government of the United States.

4. Such equipment or materials as are not accepted by the Government of the United States will be disposed of by the Government of Libya as may be agreed between the two governments.

5. Any salvage or scrap from military equipment or materials furnished by the Government of the United States shall be reported to the Government of the United States and shall be disposed of in accordance with paragraphs 2, 3, and 4 of the present arrangements. Salvage or scrap which is not accepted by the Government of the United States will be used as may be mutually agreed to support the defense effort of Libya or of other countries to which military assistance is being furnished by the Government of the United States.

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